

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

DIRECTV, INC.,

No. C-04-4711 MMC

Plaintiff,

**ORDER DENYING REQUEST TO
RETAIN JURISDICTION**

v.

(Docket No. 18)

RAMSEY F. ADHAM,

Defendant.

Before the Court is the parties' stipulation, filed July 8, 2005, by which the parties request that the Court retain jurisdiction over the instant action to enforce the terms of the parties' settlement agreement ("Agreement"). In said stipulation, the parties agree that "[s]hould Defendant not timely or fully perform his obligations under the Agreement when due, the Parties consent to the continuing jurisdiction of this Court to enforce those obligations." (See Stipulation at 1-2.) The parties further agree to reference of the matter to a Magistrate Judge "for the purpose of enforcing those obligations of the Agreement." (See id. at 2.)

Despite the parties' agreement in their Stipulation that the Court retain jurisdiction to enforce the obligations of the Agreement, the Agreement itself provides that "any claim, controversy or dispute of any kind between the Parties" that "arises from or

1 relates to" the Agreement "will be resolved exclusively and finally by arbitration under the
2 Rules of the American Arbitration Association." (See Burke Decl. ¶ 3 and Ex. A ¶¶ 14.1
3 and 14.2.)

4 Accordingly, there is nothing for the Court to enforce, and the Court hereby DENIES
5 the parties' stipulation for retention of jurisdiction over the instant action.

6 This order terminates Docket No. 18.

7 **IT IS SO ORDERED.**

8 Dated: July 12, 2005

/s/ Maxine M. Chesney
MAXINE M. CHESNEY
United States District Judge